

EXHIBIT 57

Biron Declaration Exhibit 57

“Trusts For Which GAs Provide Defendant Has R&W Enforcement Duty Under Specified Conditions”

Summary of Voluminous Documents Pursuant to Fed. R. Evid. 1006:

Under the GAs for nine Trusts, Defendant only had an enforcement duty under certain specified conditions.

Exemplar Provision:

Upon discovery by any of the parties hereto of a breach of a representation or warranty made by a Responsible Party under this Agreement, that materially and adversely affects the value of any Mortgage Loan or the interests of the Trustee or the Certificateholders therein, the party discovering such breach shall give prompt written notice thereof to the other parties. Upon receiving written notice of a breach of a representation and warranty or written notice that a Mortgage Loan does not constitute a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code, the Trustee shall in turn notify the applicable Responsible Party in writing to correct or cure, in accordance with this Agreement, any such breach of a representation or warranty made by the applicable Responsible Party under this Agreement within sixty (60) days from the date of notice from the Trustee or the discovery by the applicable Responsible Party of the breach, and if the applicable Responsible Party fails or is unable to correct or cure the defect or breach within such period, the Trustee (upon receiving such notice or having actual knowledge) shall notify the Depositor of such failure to correct or cure. Unless otherwise directed by the Depositor within five (5) Business Days after notifying the Depositor of such failure by the applicable Responsible Party to correct or cure, the Trustee shall notify the applicable Responsible Party to repurchase the Mortgage Loan (a "Deleted Mortgage Loan") at the Repurchase Price or, if permitted hereunder, substitute a Substitute Mortgage Loan for such Mortgage Loan, in each case, pursuant to this Agreement. Notwithstanding the foregoing, in the event that the Trustee receives notice of a breach by (i) Decision One of any representations and warranties set forth in paragraphs (g), (i), (xx), (yy), (ggg), (hhh), (iii), (jjj), (kkk), (111), (mmm), (nnn) and (000), (ppp), (qqq), (sss) and (ttt) of Schedule VI, or (ii) NC Capital of any representations and warranties set forth in paragraphs (g), (i), (uu), (vv), (zz), (aaa), (eee), (fff), (ggg), (hhh), (iii), (jjj), (kkk), (111), (mmm), (nnn), (000) and (ppp) of Schedule VII, the Trustee shall notify the applicable Responsible Party to repurchase the Mortgage Loan at the Repurchase Price within sixty (60) days of the applicable Responsible Party's receipt of such notice. If, by the end of such sixty (60) day period, such Responsible Party fails to repurchase such Mortgage Loan, the Trustee shall notify the Depositor of such failure. **The Trustee shall pursue all legal remedies available to the Trustee against the applicable Responsible Party under this Agreement, if the Trustee has**

received written notice from the Depositor directing the Trustee to pursue such remedies. MSAC 2007-HE1, PSA, § 2.03(f) (emphasis added).

Citations to Materially Equivalent Provisions in the GAs:

Trust Name	Agreement Sections
MSAC 2006-HE6	PSA § 2.03(f) PSA § 2.07
MSAC 2006-WMC2	PSA § 2.03(e)
MSAC 2007-HE1	PSA § 2.03(f)
MSAC 2007-HE2	PSA § 2.03(f)
MSAC 2007-HE5	PSA § 2.03(f)
MSAC 2007-NC1	PSA § 2.07 [†]
MSHEL 2006-3	PSA § 2.03(e) PSA § 2.03(p) [*]
MSHEL 2007-1	PSA § 2.03(f) PSA § 2.03(q)
MSIX 2006-2	PSA § 2.03(e)

^{*} Defendant must enforce R&W breaches with Depositor's consent.

[†] Defendant must enforce breaches of certain enumerated R&Ws.